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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

Memorandum

MIAMI-DADE COUNTY

Date: July 3, 2012

To: Honorable Chairman Joe A. Martinez
and Members, Board of County Commissioners

Agenda Item No. 8(I)(4)

From: Carlos A. Gimenez
Mayor

Resolution No. R-556-12

Subject: Resolution Authorizing a Permit Agreement with the United States Government for Surface Parking for the Miami-Dade Police Department Headquarters on Vacant Land West of NW 92 Avenue and North of NW 25th Street, Miami, Florida

RECOMMENDATION

It is recommended that the Board of County Commissioners (Board) approve the attached resolution authorizing execution of a Permit Agreement with the United States Government (federal government) on a 9.5 acre parcel of vacant land west of NW 92 Avenue and north of NW 25 Street, Miami, Florida. The Miami-Dade Police Department has been utilizing this parcel for additional surface parking for the Miami-Dade Police Department Headquarters under a lease agreement with the federal government since 1992. The annual base rent for each year of this five-year permit is $1.00.

The attached Permit Agreement has been prepared by Internal Services Department at the request of the Miami-Dade Police Department.

SCOPE

This property is located in Commission District 12.

FISCAL IMPACT/FUNDING SOURCE

The annual rent is $1.00 per year for each year of the five-year term.

TRACK RECORD/MONITOR

The Internal Services Department, Real Estate Development Division manages this permit on behalf of the Miami-Dade Police Department.

DELEGATION OF AUTHORITY

Authorizes the County Mayor or the County Mayor's designee to execute the attached Permit Agreement and exercise the cancellation provision.

BACKGROUND

Miami-Dade Police Department has been utilizing this property for additional surface parking for the Miami-Dade Police Department Headquarters since 1992. The original Lease Agreement was approved by the Board on April 7, 1992 by Resolution R-390-92 for a five-year term and amended again on March 18, 1997 by Resolution R-236-97 for five more years plus two additional five-year renewal option periods. The final option period expires on September 30, 2012, and, the federal government has agreed to continue this arrangement for an additional five years under the Permit Agreement that is presented for Board approval.

Some of the property details and permit provisions are provided on the following page.

OWNER:	United States of America under the jurisdiction of the Federal Aviation Administration.
USE:	9.5 acres of vacant land for surface parking.
JUSTIFICATION:	Miami-Dade Police Department has a need to continue utilizing this site for additional surface parking for the Miami-Dade Police Department Headquarters Complex.
LEASE TERM:	Five years
EFFECTIVE DATES:	Commencing upon approval by the Board and the federal government for a term of five years effective October 1, 2012 and terminating September 30, 2017.
RENTAL RATE:	The annual base rent for each year of the permit term is $1.00 per year.
LEASE CONDITIONS:	The County shall not interfere with the operation of the Remote Center Air/Ground Communications Facility currently at the premises. The County is responsible to maintain the premises to the standards of repair, orderliness, neatness, sanitation and safety acceptable to the Federal Aviation Administration.
CANCELLATION PROVISION:	Either party shall have the right to cancel this Permit Agreement, or any portion thereof, at any time for any reason by giving at least ninety days written notice to the other party.
CURRENT LEASE:	The current Lease Agreement was approved by the Board on April 7, 1992 by Resolution R-390-92. The Lease was for a five-year term. This Lease Agreement was then amended on March 18, 1997 by Resolution R-236-97 which extended the term of the Lease to September 30, 2002 and approved two additional five-year renewal option periods effective October 1, 2002 and terminating September 30, 2012.
OTHER PROPERTIES EVALUATED:	There are no comparable properties in the area that meet the needs of the department.

Deputy Mayor

MEMORANDUM

(Revised)

TO: Honorable Chairman Joe A. Martinez and Members, Board of County Commissioners

DATE: July 3, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Agenda Item No. 8(I)(4)

Please note any items checked.

_____	**"3-Day Rule" for committees applicable if raised**
_____	**6 weeks required between first reading and public hearing**
_____	**4 weeks notification to municipal officials required prior to public hearing**
_____	**Decreases revenues or increases expenditures without balancing budget**
_____	**Budget required**
_____	**Statement of fiscal impact required**
_____	**Ordinance creating a new board requires detailed County Manager's report for public hearing**
_____	**No committee review**
_____	**Applicable legislation requires more than a majority vote (i.e., 2/3's ____, 3/5's ____, unanimous _____) to approve**
✓	**Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(I)(4)
7-3-12

RESOLUTION NO. R-556-12

RESOLUTION APPROVING TERMS OF AND AUTHORIZING EXECUTION BY THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE OF A PERMIT AGREEMENT BETWEEN THE U.S. GOVERNMENT, JURISDICTION OF FEDERAL AVIATION ADMINISTRATION, FOR PREMISES LOCATED WEST OF N.W. 92 AVENUE AND NORTH OF N.W. 25 STREET TO BE UTILIZED BY THE MIAMI-DADE POLICE DEPARTMENT FOR ADDITIONAL PARKING AT THE MIAMI-DADE POLICE DEPARTMENT HEADQUARTERS COMPLEX FOR THE FIVE-YEAR TERM OF THE PERMIT AGREEMENT; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board hereby approves the terms of the Permit Agreement between Miami-Dade County and the United States Government, Jurisdiction of Federal Aviation Administration, for premises to be utilized by the Miami-Dade Police Department, as additional parking, for an annual rental of $1.00 per year for the five-year term of the Permit, in substantially the form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's Designee to execute same for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner **José "Pepe" Diaz**, who moved its adoption. The motion was seconded by Commissioner **Audrey Edmonson** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**aye**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**aye**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**absent**
Xavier L. Suarez	**aye**		

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of July, 2012. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: *Christopher Agrippa*
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo

FEDERAL AVIATION ADMINISTRATION

Permit No. **DTFAEN-12-J-00002**

Eastern Logistics Service Area

Real Estate & Utilities Group, ASO-53

West of N.W. 92nd Avenue and North of N.W. 25th Street; Miami Florida
Remote Center Air/Ground Communications Facility (RCAG)

P.O. Box 20636

Atlanta, Georgia 30320-0636

PERMIT

This Permit is Not Reimbursable

This Permit, made and entered into this 28th day of November, 2011, by and between the **FEDERAL AVIATION ADMINISTRATION,** hereinafter called the Government, and Miami-Dade County, a political subdivision of the State of Florida, whose address is 111 NW 1st Street, Suite 2460; Miami, Florida 33128-1979, hereinafter called the Miami-Dade County or the "Permitee".

WHEREAS, the United States of America Acting by and through the Federal Aviation Administration owns fee title to Tract "B", according to attached drawing SK. No. T: 589 completed by E.R. Brownell & Associates, Inc. on September 19-23, 1991 attached hereto and made a part hereof for any and all purposes. The legal description of Tract "B" is shown in full on Attachment "A", also hereto and made a part hereof for any and all purposes utilized for the Remote Center Air/Ground Communications Facility (RCAG); and

WHEREAS, Miami-Dade County desires the right, privilege, and authority to operate and provide additional parking (ground parking only, no parking deck construction) for the Miami-Dade Police Department Headquarters; and

WHEREAS, the FAA has determined that such use will not interfere with FAA's facilities on the site and has also determined that granting Miami-Dade County use of the

site under conditions and limitations set forth below is in the best interest of the United States.

NOW, THEREFORE, effective November 28, 2011, the parties hereto agree, in consideration of the mutual promises hereinafter contained, as follows:

1. This Agreement shall be effective October 1, 2012 until September 30, 2017. The Permitee agrees to provide FAA thirty (30) day's written notice of its intent to surrender of the Demised Premises.
2. The FAA grants Miami-Dade County the use of the 9.5 acre tract and a portion of the utilized for the Remote Center Air/Ground Communications Facility (RCAG) hereinafter referred to as the "Demised Premises" for parking purposes. The Demised Premises are depicted on survey drawing identified as Exhibit "A," attached hereto and made a part hereof.
3. The Premises shall be used by the Permitee to provide additional parking (ground parking only, no parking deck construction) for the Miami-Dade Police Department Headquarters.
4. There shall be monetary consideration in the form of an annual rental payment equal to one dollar ($1.00) per year.
5. Miami-Dade County's use of the Demised Premises is limited to the use as stated herein. Miami-Dade County shall not commit or permit any unlawful acts, activities, or nuisances upon said property.
6. This Permit may be terminated and revoked upon breach of any conditions herein or otherwise at the discretion of the FAA.
7. Miami-Dade County agrees to be responsible for any damage to the Demised Premises arising from the use of the demised premises authorized pursuant to this Permit and shall repair such damage or, in lieu thereof, at the option of the Government, shall reimburse the Government for the cost of repairs, subject to availability of appropriated funds.
8. Permitee shall maintain the improvements and Premises to the standards of repair, orderliness, neatness, sanitation, and safety acceptable to the FAA. Upon request, the Licensee shall allow inspection of the Premises by FAA or Government Representatives, to insure proper use and protection of the Premises.
9. Miami-Dade County shall not interfere, in any manner or at any time, with the operation of the utilized for the Remote Center Air/Ground Communications Facility (RCAG).
10. With regard to any liability which may arise from Miami-Dade County's use under this permit, each party expressly agrees that it shall be solely and exclusively liable for the negligence of its own officers, agents or employees and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of one of its own officers, agents, or employees, up to the limits of Section 768.28, Florida Statutes. Neither party is hereby waiving any rights or protection it presently enjoys by reason of any applicable State or Federal law.

11. Miami-Dade County shall, at all times, exercise due diligence in maintaining the security and the protection of the Demised Premises against damage or destruction.
12. Miami-Dade County has inspected and knows the condition of the Demised Premises and it is understood that rights granted to use the Demised Premises are without any representation or warranty by the Government. Miami-Dade County shall not construct any permanent structure on the said Premises other than the existing facility and shall not construct any temporary structure or advertising sign thereon.
13. This Permit it not assignable to third parties. Any attempt at such assignment shall result in the immediate cancellation of the Permit.
14. Miami-Dade County shall not store, release, or dispose of any hazardous substance on the Government's property described herein. Hazardous substances are designated by the Environmental Protection Agency as any substance which may present substantial danger to human health and the environment. If any hazardous substance contamination is found after the Government's inspection/investigation and is a direct result of Miami-Dade County's action, Miami-Dade County agrees to pay for all costs incurred in remediation to identify, evaluate, and clean up hazardous waste subject to availability of funds.
15. Miami-Dade County shall, upon notice by the Government, immediately cease any operation or alleviate any physical condition that has or may cause interference with the Government's facility operation during the term of this permit.
16. This Permit shall be governed by Federal Law, and as applicable under Florida law.
17. The Permitee shall confine activities on the Premises strictly to those necessary for the enjoyment of the privilege hereby licensed, and shall refrain from marring or impairing the appearance of said property, obstructing access thereto, interfering with the transaction of Government business and the convenience of the public, or jeopardizing the safety of persons or property, or causing justifiable public criticism.
18. Contract Disputes

    (a) All contract disputes and arising under or related to this permit shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C. 46110 and shall apply only to final agency decisions. A Lessor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

    (b) All Contract Disputes shall be in writing and shall be filed at the following address:

    (1) Office of Dispute Resolution for Acquisition, AGC-70,

Federal Aviation Administration,
800 Independence Ave, S.W.,
Room 323,
Washington, DC 20591,
Telephone: (202) 267-3290,
Facsimile: (202) 267-3720

(c) A contract dispute against the FAA shall be filed with the ODRA within two (2) years of the accrual of the permit claim involved. A contract dispute is considered to be filed on the date it is received by the ODRA.

18. Miami-Dade County shall schedule any proposed installation and/or maintenance of the equipment with the Government's representative shown below:

Jose Rodriguez
MIAMI NAV/COMM SSC Manager
6400 N.W. 22nd Street
Miami, Florida 33122
305-869-5330

19. This permit shall expire September 30, 2017 unless cancelled by either party in whole or in part, at any time by giving at least 90 day notice in writing to the other party. Said notice shall be sent by certified or registered mail or other acceptable overnight delivery service.

20. All notices sent to the parties under the permit shall be addressed as follows:

To Miami-Dade County: Real Estate Section
Real Estate Development and Services Division,
Internal Services Department
111 N.W. First Street, Suite 2460
Miami, Florida 33128

To FAA: Federal Aviation Administration
Eastern Logistics Service Area
Real Estate & Utilities Group, ASO-53
P.O. Box 20636
Atlanta, Georgia 30320-0636

21. This Permit constitutes the entire agreement of the parties as to the subject matter contained herein and may not be changed, modified, discharged or extended except by a written instrument duly executed on behalf of the parties.

IN WITNESS WHEREOF, the parties hereto have subscribed their names as of the date first above written.

MIAMI-DADE COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS

By: _____
Carlos A. Gimenez

Title: Mayor

Date: _____

UNITED STATES OF AMERICA

BY DEPARTMENT OF TRANSPORTATION

FEDERAL AVIATION ADMINISTRATION

By: _____
Shirley A. Williams

Title: Real Estate Contracting Officer

Date: _____

FAA AIRWAY FACILITIES HEADQUARTERS TENTATIVE PLAT BOUNDARY

The South 987.85 feet of the East 760 feet of the Southeast ¼ of the Southwest ¼ of Section 28, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Begin at the Southeast corner of the Southwest ¼ of said Section 28; thence North 01°44'30" West along the East line of the Southwest ¼ of said Section 28 for a distance of 988.10 feet; thence South 89°32'26" West along a line 987.85 feet North of and parallel with the South line of the Southwest ¼ of said Section 28 for a distance of 760.19 feet; thence South 01°44'30" East along a line 760 feet West of and parallel with the East line of the Southwest ¼ of said Section 28 for a distance of 988.10 feet to a point on the South line of the Southwest ¼ of said Section 28; thence North 89°32'26" East along the South line of the Southwest ¼ of said Section 28 for a distance of 760.19 feet to the Point of Beginning; containing 17.2 Acres more or less.

TRACT "A"

The North 530 feet of the South 580 feet of the West 500 feet of the East 535 feet of the Southeast ¼ of the Southwest ¼ of Section 28, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Begin at a point 50 feet North of, as measured at right angles to, the South line of the Southwest ¼ of said Section 28 and 35 feet West of, as measured at right angles to, the East line of the Southwest ¼ of said Section 28, thence North 01°44'30" West parallel to the East line of the Southwest ¼ of said Section 28 for a distance of 530.13 feet; thence South 89°32'26" West along a line 580 feet North of and parallel with the South line of the Southwest ¼ of said Section 28 for a distance of 500.13 feet; thence South 01°44'30" East along a line 535 feet West of and parallel with the East line of the Southwest ¼ of said Section 28 for a distance of 530.13 feet; thence North 89°32'26" East along a line 50 feet North of and parallel with the South line of the Southwest ¼ of said Section 28 for a distance of 500.13 feet to the Point of Beginning; containing 6.1 Acres more or less.

ATTACHMENT "A"

TRACT "B"

The North 407.85 feet of the South 987.85 feet of the West 725 feet of the East 760 feet of the Southeast ¼ of the Southwest ¼ and the North 530 feet of the South 580 feet of the West 225 feet of the East 760 feet of the Southeast ¼ of the Southwest ¼ of Section 28, Township 53 South, Range 40 East, Dade County, Florida, being more particularly described as follows:

Begin at a point 580 feet North of, as measured at right angles to, the South line of the Southwest ¼ of said Section 28 and 35 feet West of, as measured at right angles to, the East line of the Southwest ¼ of said Section 28, thence North 01°44'30" West parallel to the East line of the Southwest ¼ of said Section 28 for a distance of 407.95 feet; thence South 89°32'26" West along a line 987.85 feet North of and parallel with the South line of the Southwest ¼ of said Section 28 for a distance of 725.18 feet; thence South 01°44'30" East along a line 760 feet West of and parallel with the East line of the Southwest ¼ of said Section 28 for a distance of 938.09 feet; thence North 89°32'26" East along a line 50 feet North of and parallel with the South line of the Southwest ¼ of said Section 28 for a distance of 225.06 feet; thence North 01°44'30" West along a line 535 feet West of and parallel with the East line of the Southwest ¼ of said Section 28 for a distance of 530.13 feet; thence North 89°32'26" East along a line 580 feet North of and parallel with the South line of the Southwest ¼ of said Section28 for a distance of 500.13 feet to the Point of Beginning; containing 9.5 Acres more or less.